Supreme Court, U.S.
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No. 89-693

IN THE
Supreme Court of the United States
OCTOBER TERM, 1989

MARINE TRANSPORT LINES,
Petitioner,

v.

INTERNATIONAL ORGANIZATION OF
MASTERS, MATES, AND PILOTS,
Respondent.

On Petition for Writ of Certiorari to the United States Court of Appeals for the Second Circuit

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BRIEF IN OPPOSITION

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BRIEF IN OPPOSITION

The petition of Marine Transport Lines ("MTL") raises no issue that warrants the consideration of this Court. As explained by the court below, the sole issue litigated in this case was "a factual dispute" (Pet. A-3) over "[w]hether or not the oral Sealift Agreement was intended to extend the duration of the Master Agreement as applied to the nine Sealift vessels" (Pet. A-6). The union, MM&P (respondent here) contended that the parties to the oral agreement intended such an extension; the employer, MTL (petitioner here) contended that the parties did *not* so intend. The district court, after an eight day bench trial, found that the union had proven "by clear and convincing evidence" that the parties *did* intend such an extension of the Master Agreement. (Pet. A-7).

The court below correctly identified the sole issue on appeal to be whether the district court's findings of fact as to the intent of the contracting parties were clearly erroneous (Pet. A-7):

> The intent of the parties to a contract is, there is little doubt, a question of fact . . . . In a bench trial, the court's findings concerning the intent of the contracting parties will accordingly not be disturbed unless they are clearly erroneous . . . . These fundamental rules frame *the issue* for us in this appeal: Judge Conboy's conclusion that MM&P and MTL intended to extend the duration of the Master Agreement, as well as his findings concerning particular modifications of the Master Agreement, *were findings of fact, and we must therefore affirm these findings unless they are clearly erroneous.* [*Id.* (emphasis added; citations omitted).]

Far from being clearly erroneous, the court below concluded that "[t]he evidence shows without any doubt" that Judge Conboy's findings were correct (Pet. A-8). Having thus affirmed the district court's findings of fact as to the intent of the contracting parties, the court of appeals concluded that none of the legal arguments pressed by MTL—the same arguments MTL seeks to raise in this court—need be, or should be, addressed in this case.

There is nothing in this purely fact-based decision that could possibly warrant this Court's attention.

Respectfully submitted,

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